



Office of Technology Solutions

101 City Hall Plaza

Fourth Floor

Durham, North Carolina 27701

Request for Proposals

Office SharePoint Server 2007 Environment

Date of Issue: July 17, 2009

Purpose of Request for Proposal (RFP): The City of Durham (City) is soliciting proposals for qualified agencies to provide a Microsoft Office SharePoint Server implementation and services including planning, installation, training and ongoing maintenance and support.

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1. INTRODUCTION AND INSTRUCTIONS

1.1 General Information

This section contains the general guidelines, return mailing address, contact persons, telephone & fax numbers, and the deadline for receipt of proposals.

- a) Responders must submit seven (7) copies of their proposals, six (6) in writing and one (1) electronic, to:

Purchasing Division

Attention: Joe Clark

Project Name: Microsoft Office SharePoint Server 2007

101 City Hall Plaza

Durham, NC 27701

- b) Proposals must be received no later than 4:00 p.m. on **August 17, 2009**.
- c) Delays caused by any delivery service, including the U.S. Postal Service will not be grounds for an extension of the proposal due date and/or time. Any proposals received after that time will be returned unopened. Faxed proposals are not acceptable.
- d) Any responder's failure to submit their proposal before the deadline will cause their response to be disqualified. Late responses or amendments will not be opened or accepted for evaluation.
- e) All other questions regarding this RFP may be submitted prior to the pre-proposal conference by fax or e-mail only to the contact listed below:

Jeff Faucette

Technology Solutions

101 City Hall Plaza

Durham, NC 27701

Telephone: (919) 560-4122 x33235

Fax: (919) 560-4699

E-mail: Jeff.Faucette@durhamnc.gov

- f) The Project Manager will post to the City website all questions and answers. Questions that arise following the RFP pre-proposal conference may be similarly faxed or emailed no later than **July 31, 2009**, and the project manager will post the questions and answers no later than **August 7, 2009**.

- g) With the exception of the Project Manager, Director and Deputy Director of Technology Solutions, no other City official or employee is empowered to speak for the City with respect to this RFP. Respondents who seek to obtain information, clarification, or interpretation from another City official or employee, are advised that such material is used at the vendor's own risk, and that the City will not be bound by any such representations.

1.2 Contract Term & Work Schedule

The contract term and work schedule set out herein represent the City's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate contract schedule (subject to change) is as follows:

Issue RFP	July 17, 2009
Pre-proposal Conference	August 10, 2009 Conference Room 4103 10:00 a.m. – 12:00 p.m.
Final Date to Submit Written Questions	July 31, 2009
Responses to Responder's Questions Posted to City Web Site No Later Than	August 7, 2009
Receive Proposals	August 17, 2009
Evaluation Committee selection made	September 17, 2009
City Council Contract Approval	October 5, 2009
Implementation Begins	November 2009
Service Contract Begins	November 2009

1.3 Purpose of the RFP

The City seeks qualified organizations, agencies and firms for the provisioning of an enterprise web-based system based on Microsoft Office SharePoint Server (MOSS) for the City of Durham

1.4 Location of Work

The location(s) the work is to be performed is the City of Durham, North Carolina.

1.5 Notice under the Americans with Disabilities Act (ADA).

The City will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City program, service, or activity, should contact as soon as possible but **no later than 48 hours** before the scheduled event the office of:

Stacey Poston

Acting ADA Coordinator

Voice: 919-560-4197 x254

TTY: 919-560-4809

stacey.poston@durhamnc.gov

1.6 Right of Rejection

The City reserves the right to reject any or all responses.

1.7 City of Durham Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any qualifications or statement of qualifications.

1.8 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the City. All information, including detailed price and cost information, will be held in confidence during the evaluation process and before the contract award is issued. Thereafter, proposals will become public information.

1.9 Subcontractors

If subcontractors are used it is the City's preference that responder/prime vendor be responsible for monitoring, managing and maintaining all Service Level Agreements with the City.

1.10 Right to Inspect Place of Business

At reasonable times, the City may inspect those areas of the vendor's place of business that are related to the performance of a contract. If the City makes such an inspection, the vendor must provide reasonable assistance.

1.11 Solicitation Advertising

This solicitation has been advertised on the City's internet site at:

www.durhamnc.gov/departments/purchasing/bids.cfm

Any responses to requests for information or clarifications to the RFP will be posted to this site no later than **August 7, 2009**.

1.12 News Releases

News releases related to this RFP will not be made without prior approval of the Public Affairs Division, and then only in coordination with the Project Manager.

1.13 Assignment

The vendor may not transfer or assign any portion of the contract.

1.14 Equal Business Opportunity Program Ordinance

- a) It is the policy of the City to provide equal opportunities for City contracting for small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all professional services categories. While there are no SDBE participation goals for this project, in accordance with the Ordinance, all vendors are required to provide information requested in the "SDBE Professional Services Forms" package, which has been included with this RFP.

Proposals that do not contain the appropriate, completed "Professional Services Forms" will be deemed non-responsive and ineligible for consideration.

The “Declaration of Performance,” “Participation Documentation,” “Managerial Profile,” “Equal Opportunity Statement” and the “Employee Breakdown” documents are required of all vendors. In lieu of “Employee Breakdown,” vendors may submit a copy of the current EEO-1 form (corporate basis). Other forms in the package should be used as needed.

- b) The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about “SDBE Professional Services Forms” should be referred to Deborah Giles or other department staff at (919) 560- 4180.

2. STANDARD INFORMATION

2.1 Discussions with Responders

The City may conduct discussions with responders during the Pre-proposal Conference for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP. Responders may elect to attend through telephone conferencing. The City prefers that questions be submitted in advance, in writing. Any communications after the conference between the City’s Project Manager and responders prior to submitting proposals will be in writing. All questions must be submitted no later than close of business **July 31, 2009**. Questions and responses will be posted to the City’s web site no later than **August 7, 2009**.

2.2 Prior Experience

In order for their offers to be considered responsive, responders must meet these minimum prior experience requirements:

- a) Demonstrated experience in the design, delivery and support of a Microsoft Office SharePoint Server 2007 system on a scale similar to that of the City of Durham.
- b) A minimum of five years demonstrated experience in project management.
- c) A minimum of five years demonstrated experience in server architecture, configuration and installation, including virtualization.
- d) A responder's failure to meet these minimum prior experience requirements will cause their qualifications to be considered non-responsive and their response **will be rejected**.
- e) Primary services are to be delivered by the selected vendor.

2.3 Evaluation of Proposals

The City will use an evaluation committee to evaluate all proposals. The evaluation will be based on:

- a) understanding of the project objectives, deliverables and timelines;
- b) fulfilling technical requirements, functions and features;
- c) cost of the project;
- d) experience, qualifications, certifications, and references; and
- e) meeting RFP guidelines related to services, maintenance and support.

2.4 City of Durham Business License & Other Required Licenses

All organizations doing business with the City are required to comply with all state, local and federal licensing requirements. This includes obtaining a City of Durham business privilege license (if applicable). Firms selected through the RFP process will be required to demonstrate compliance with licensing requirements. All responding firms that are not currently licensed must provide proof of application for licenser and must obtain all necessary licenses before entering into a contractual agreement with the City. To obtain a Privilege License, call (919) 560-4700.

2.5 Contract Negotiations

After completion of the evaluation, including any discussions held with responders during the evaluation, the City may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the City. If the City elects to initiate contract negotiations, these negotiations cannot involve changes in the City's requirements or the vendor's qualifications, which would, by their nature, affect the basis of the source selection and the competition previously conducted. If contract negotiations are commenced, they will be held at a location to be determined in the City of Durham, North Carolina. The responder will be responsible for their travel and per diem expenses.

2.6 Failure to Negotiate

The City may terminate negotiations with the vendor initially selected and commence negotiations with the next highest ranked responder:

- a) if the selected vendor fails to provide the information required to begin negotiations in a timely manner; or
- b) fails to negotiate in good faith; or
- c) indicates they cannot perform the contract within the budgeted funds available for the project; or
- d) the vendor and the City, after a good faith effort, simply cannot come to terms.

3. STANDARD CONTRACT INFORMATION

3.1 Insurance Requirements

Vendor shall submit a certificate showing existing general liability, auto liability, and workers' compensation insurance. The selected vendor will be required to provide insurance based on a risk assessment of the final contract. Proposals should include the cost of existing insurance. If vendor has some or none of this insurance, the proposal shall so state, however, the selected vendor ultimately must be able to meet the insurance requirements in the final contract.

3.2 Proposed Payment Procedures

The City will make payments based on a negotiated payment schedule and financial plan. Payment will not be made for services performed or expenses incurred prior to the date of contract and service acceptance. Under no conditions will the City be liable for the payment of any interest charges associated with the cost of the contract.

3.3 Non-Discrimination Clause

The City opposes discrimination on the basis of race and sex and urges all of its vendors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under city contracts.

3.4 EEO Provisions

During the performance of contracts the vendor agrees as follows:

- a) The vendor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The vendor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.
- b) The vendor shall in all solicitations or advertisements for employees placed by or on behalf of the vendor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

- c) The vendor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.
- d) In the event of the vendor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend contracts, in whole or in part, and the City may declare the vendor ineligible for further City contracts.
- e) Unless exempted by the City Council of the City of Durham, the vendor shall include these EEO provisions in every purchase order for goods to be used in performing contracts and in every subcontract related to contracts so that these EEO provisions will be binding upon such subcontractors and vendors.

4. BACKGROUND INFORMATION

The City of Durham currently uses methods such as email and shared folders to disseminate, share and collaborate on vital documents and information. The City of Durham also hosts an in-house built intranet solution for communicate city information. The city has two FTEs to support the current infrastructure housed on one web server and one data base server. This includes all internal facing website development and support. The City of Durham currently utilizes Dell servers and personal computers and an EMC SAN/NAS. The City uses a product by Backbone called NetVault Enterprise for tape backups, which utilizes a fiber channel attached storage device and a robotic tape library. In addition, all Windows SharePoint Services (WSS) 3.0 sites are currently backed up using built-in WSS 3.0 commands, e.g. stsadm.exe.

5. SCOPE OF WORK

5.1 Objectives

The City of Durham desires to build an enterprise web-based solution based on MS Office SharePoint Server (MOSS 2007) that will establish a solid foundation and will provide an integrated server platform that aims to provide web content management, enterprise content services, and enterprise search, as well as shared business processes and business intelligence dashboards to the enterprise. The implementation of a MOSS SharePoint environment will be utilized by approximately one thousand eight hundred (1800) users and thirty three (33) departments. The City will select six (6) departments to participate in this project.

At the conclusion of this engagement, the City of Durham will have a fully configured implementation of MOSS 2007, where its employees can collaborate on the internal network, search for documents/knowledge/people, create dashboards and Key Performance Indicators (KPI) by leveraging Excel Services, complete online Forms, and make use of the Enterprise Content

Management features (Document Management, Records Management, Web Content Management) to publish documents or content onto SharePoint sites as well as leveraging out of the box workflows for business processes automation.

The City will assign a staff member to act as the City Project Manager. The Project Manager will serve as the coordinator of the needs of the internal groups involved in the Office SharePoint Server 2007 project and specific representatives from each group will be assigned as required to complete individual department phases. Appropriate City staff will also work directly on the project team to meet the specific integration goals.

This project is intended to perform a review of the existing infrastructure, gather detailed business and functional requirements, as well as designing and deploying a Microsoft Office SharePoint Server 2007 solution. Suggested project phases include:

- Requirements Assessment and Discovery
- Solution Architecture Design
- Validation and Implementation

5.2 Phase I - SharePoint Requirements Assessment and Discovery

This phase will determine the City of Durham's readiness for the implementation of SharePoint 2007 technologies from both a business and a technical perspective. During this phase current business and technical landscapes will be assessed of key areas to determine the overall vision and direction for a SharePoint environment. This phase will include:

- An evaluation of current systems such as collaboration, document management, knowledge management processes and intranet publishing practices.
- Interviews with key department personnel will be conducted to gather technical and business requirements pertaining to information sharing.
- Business processes, including workflows and forms will be identified to determine what can be automated.
- Documentation outlining the key findings of the current state architecture assessment, overall vision of a new Office SharePoint server environment, and recommended approach for moving forward will be presented to the City of Durham.

5.3 Phase II - Defining the Solution Architecture Design

The architecture consists of two distinct areas:

- Technical Design
 - Servers
 - Server configurations
 - Server placement

- SharePoint configuration
- Backups
- Disaster recovery
- Performance planning
- Corporate Taxonomy
 - Mapping of SharePoint sites
 - Navigation and functions to Organizational layout
 - Business functions
 - Definition of security structures based on Active Directory or Share Point Groups

5.4 Phase III – Validation and Implementation

During the Implementation phase, the server(s) will be configured in a production environment, and the staff will be trained, i.e. can be knowledge transfer, on the new system by the vendor. This will include:

- initial site design using custom built templates
- verifying security permissions
- site functionality
- creation of distinct Master Pages
- custom style sheets for basic look and feel
- workflows
- InfoPath forms
- dashboards based on Excel services

5.5 System Requirements

The City of Durham will purchase all components required to implement the recommended solution architecture to include, but not limited to:

- a) Servers
- b) Software
- c) Bandwidth
- d) Cabling
- e) Data storage

5.6 Functional Requirements

- a) **Collaboration** - Departmental and cross departmental collaboration by integrating Workspaces, Tasks, Calendars, Forums, Surveys, Blogs, RSS and Wikis.
- b) **Portal** - A one stop site to connect people to business applications, give access to relevant information and provide a platform to share relevant information with co-workers. Provide Master Pages with Single Sign-on architecture, search, and Visual Studio integration.
- c) **Enterprise Search** - Provide employees with the ability to find relevant content in a wide range of repositories and formats. Search across both local and remote data stores with features that enable specialized search for people and expertise. The ability to index and search data in line-of-business apps with actionable search.
- d) **Web & Enterprise Content Management** – This should include Document management, record management, Web content management and providing forms based data collection. This content will be used to provide better knowledge sharing, improved customer communications, and increased process efficiency. Satisfy compliance & legal requirements, efficiently manage multiple Web sites, and streamline business processes.
 - a. major and minor versioning
 - b. check-in/check-out document locking
 - c. rich descriptive metadata
 - d. workflows
 - e. content type-based policies
 - f. auditing
 - g. role-based-access controls at the document library, folder, and individual document levels
 - h. authoring
 - i. business document processing
 - j. Web Content Management and publishing
 - k. records management
 - l. policy management
 - m. structured and unstructured content such as databases, documents, e-mail messages, videos, instant messages, and web pages
- e) **Forms Driven Business Process Automation**– Use server-based InfoPath 2007 electronic forms to streamline business processes and workflows, and make data collection, distribution, and integration available to users who can fill out browser-capable forms sent over the Internet or mobile devices. These forms must be available in employee-facing, Intranet Web site, or business process workflow applications. Design must support Web services standards for receiving data from and submitting data to multiple back-end systems. Forms shall have the ability to be pre-populated with data. Data validation rules will be built into InfoPath 2007 forms to check for errors during data entry and prevent

repetitive work later. Design Office InfoPath 2007 forms to submit data automatically to a Microsoft Windows SharePoint Services library or to a Web service. Built-in workflow templates must be available to automate approval, review, and archiving processes.

- f) **Business Intelligence** – The system must be prepared and ready for BI implementation with web-based dashboards on the macro level, server-based Excel Services and Excel Web Services API's, line of business application and data repository integration, and abilities to monitor key performance indicators.
- g) **Records Management** – The system must provide for regulatory compliance, protect the integrity of enterprise records, implement effective risk management policies, integrate records management into the document lifecycle, and increase IT manageability.
- h) The solution shall provide for the City staff to develop application integration. This would include providing documentation on system integration processes, training programs and related support options.
- i) The system shall securely interface with core City databases (MS SQL and MySQL) and other back office systems used in the City's departments.
- j) The system shall support the creation of custom applications and websites.

5.7 Other requirements

- a) The vendor shall provide a one-year comprehensive warranty to begin on the date of the completed system installation with an annual extension option. Vendor shall provide support times based on Eastern Standard Time (EST). The warranty for year two (2) will be pro-rated to coincide with the City fiscal year, which starts July 1. Maintenance and Support pricing shall be provided for the first three (3) years as an annual expense.
- b) Vendor shall provide system and user documentation. All documentation shall be written in understandable terms and shall be instructional in all phases of the Office SharePoint Server 2007 system. Two copies of all documentation shall be provided in some form of bound manual and indexed by section, plus a CD ROM for all users' manuals and training materials. The City shall be able to make copies of all material for its internal use.
- c) Vendor shall specify the type, quantity and cost of training required for all modules for City personnel.
- d) The System shall be compliant with the American Disabilities Act (ADA).
- e) All work shall be performed on-site.
- f) Work shall be performed with minimal impact on business operations. The City prefers work to be done during normal business hours.
- g) All designs shall provide a path for scalability to accommodate future growth and future or additional applications.
- h) Vendor shall indicate what access is required to computer systems.
- i) Vendor shall develop, or assist in the development of, a training curriculum that will benefit all end users.

5.8 Implementation Requirements

This section addresses the requirements necessary to ensure the successful implementation of the Office SharePoint Server 2007 system. The vendor shall perform all work as required or necessary to comprehensively complete the cutover to the new systems.

- a) The system shall pull Public Folder data from Exchange 2003 Servers into SharePoint (MOSS) 2007.
- b) The system shall be selectable as a standard menu option or automatically launch on the desktop and customizable for different departments and users.
- c) The system shall provide statistical reports on the usage of the product. Methods of monitoring system performance shall be included.
- d) The system will be integrated with Active Directory.
- e) Existing data on SharePoint will need to be migrated to MOSS.

6. Deliverables

- a) Deliver a high-quality, reliable, system that is easy to manage and easy to use. Acceptance test required prior to going live. The project will not be considered complete until the City of Durham signs an acceptance of project delivery and completion letter.
- b) Deliver a solution that covers everything from planning and design, to installation, operation, and optimization.
- c) Deliver a project plan for the project kick-off meeting--a high level project plan or work breakdown structure with an estimated timeline mapped against deliverables for the recommended solution.
- d) Deliver a final presentation regarding how to best build and migrate to an enterprise-capable Web Content Management System utilizing SharePoint 2007 and supporting documentation is required.
- e) **Deliver High Availability, Redundancy and Disaster Recovery**

Build and test a fully redundant Microsoft Office SharePoint Server 2007 environment providing 99.99% uptime availability, system backups and recovery, hardware and software requirements, development, test and staging, and move to production. The system shall easily backup the procedures and messages created and stored. The City uses a product by Backbone called NetVault Enterprise which utilizes a fiber channel attached storage device and a robotic tape library; Implementation shall consist of the ability to define and successfully execute the process necessary to ensure a reliable backup and restore process.

- f) Deliver a timely weekly written progress status reports during the implementation and management of risks, changes, and issues that jeopardize the timely delivery of a quality project.
- g) Deliver documentation of the MOSS Configuration and system architecture, post implementation, e.g., using VISIO or similar document diagrams.

7. Additional Modules

Please provide detailed information including pricing, requirements and related services for other optional modules that you are able to provide which may further enhance the overall functionality and services being provided by your system.

8. Attachments

This document contains attachments providing additional information.

Section 10	Attachment A	City of Durham Contract
Section 11	Attachment B	Equal Business Opportunity Ordinance

9. Statement of Qualifications Format and Content

9.1 Format and Content

The City discourages overly lengthy and costly responses; however, in order for the City to evaluate qualifications fairly and completely, responders should follow the format set out herein and provide all of the information requested.

9.2 Introduction

Responders must include the complete name and address of their agency, mailing address, and telephone number of the person the City should contact regarding the statement of qualifications.

9.3 Understanding of the Project

Responders must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

9.4 Methodology Used for the Project

Responders must provide a comprehensive narrative Statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the City's project schedule.

9.5 Experience and Qualifications

The City is looking for experienced professionals with a background in the design, implementation, support and maintenance of Office SharePoint Server 2007 services. Respondents shall submit curriculum vitae (CV) for each member of the proposed team focusing on relevant experience and certifications regarding the scope of the RFP. Vendor shall provide verifiable reference information for projects of similar scope and size.

9.6 Fees

Qualifications must include an itemized list of all direct and indirect costs associated with the performance of this contract.

10. EVALUATION CRITERIA AND VENDOR SELECTION

THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS CONTRACT IS 100

10.1 Understanding of the Project—25%

Qualifications will be evaluated against the questions set out below.

- a) How well has the responder demonstrated a thorough understanding of the purpose and scope of the project?
- b) How well has the responder identified pertinent issues and potential problems related to the project?
- c) How well has the responder demonstrated that it understands the deliverables the City expects it to provide?
- d) How well has the responder demonstrated that it understands the City's time schedule and can meet it?
- e) How well do the responder's services, maintenance, and support meet the RFP guidelines?

- f) How well has the responder demonstrated that the ability to meet or exceed the requested functionality?
- g) Will the provider use sub-contractors?
- h) What is the locality of the service providers?

10.2 Fulfilling Technical Requirements—30%

Qualifications will be evaluated against the questions set out below.

- a) How well does the solution depict a logical approach to fulfilling the requirements of the RFP?
- b) How well does the solution match and contribute to achieving the objectives set out in the RFP?
- c) How well does the plan interface with the time schedule in the RFP?
- d) How well does the design match required features, functions, and services?

10.3 Cost—25%

How well does the responder solution meet the City's financial requirements?

10.4 Experience and Qualifications—20%

Qualifications will be evaluated against the questions set out below.

1. *Questions regarding the personnel:*
 - a) Do the individuals assigned to the project have experience on similar projects?
 - b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
 - c) How extensive is the applicable education and experience of the personnel designated to work on the project?
2. *Questions regarding the responder :*
 - a) How well has the responder demonstrated experience in completing similar projects on time and within budget?
 - b) How successful is the general history of the responder regarding timely and successful completion of projects?
 - c) Has the responder provided a list of references?
 - d) How reasonable are the responder's cost estimates?

11. Attachment A – City of Durham Contract

ATTACHMENTS

5.01 Sample Contract

CONTRACT FOR *[descriptive title]*

This contract is made and entered into as of the ____ day of _____, 20____, by the City of Durham (“City”) and *[name of firm]* (“Contractor”), *[Indicate type of entity, for instance:*

a corporation organized and existing under the laws of [name of State];

a professional corporation organized and existing under the laws of [name of State]; a professional association organized and existing under the laws of [name of State]; a limited partnership organized under the laws of [name of State];

a sole proprietorship;

or a general partnership].

Sec. 1. Background and Purpose.

Sec. 2. Services and Scope to be Performed. The Contractor shall *[state the services to be provided and the schedule for those services.].* In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract.

Sec. 3. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Contractor for the Work as follows: *[Describe the timing of payments, how amounts are calculated, etc. List the kinds of expenses, if any, that the City will reimburse.].* The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 5. Contractor’s Billings to City. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. *[City staff - Add any special requirements or detail needed in the invoices.]* Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

Sec. 6. Insurance. *[Consult Risk Management.]*

Sec. 7. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 8. Exhibits. The following exhibits are made a part of this contract:

Exhibit A [*Insert title of exhibit*] containing [*insert number*] page(s).

Exhibit B [*Insert title of exhibit*] containing [*insert number*] page(s).

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 9. Termination for Convenience ("TFC"). (a) *Procedure*. Without limiting any party's right to terminate for breach, the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. The City Manager may terminate under this section without City Council action. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment*. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor a one hundred dollar TFC fee and for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment except as stated in this section because of TFC, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

[Insert name and department]

City of Durham

101 City Hall Plaza

Durham, NC 27701

The fax number is (919)_____.

To the Contractor:

[Insert name and address]

The fax number is _____.

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Trade Secrets and Confidentiality. The request for proposals section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. The word "Proposer" used in that section shall mean the "Contractor."

Sec. 12. Indemnification.

(a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

(b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

(c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract.

(d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

(e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 13. Miscellaneous

(a) Choice of Law and Forum. This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Chapter 26 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that chapter shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that chapter, this contract, and State law. The Participation Plan submitted in accordance with that chapter is binding on the Contractor. Section 26-10(f) of that chapter provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Chapter 26 and not to the Contractor's alleged violations of other obligations.

(j) Prompt Payment to Subcontractors. Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham. If the City's Project Manager [*City staff – if your contract uses another title for "Project Manager," you would substitute it here and in the rest of this section. –RW*] determines that it is appropriate to enforce this subsection (a), the City of Durham may withhold the sums estimated by the Project Manager to be sufficient to pay this interest from progress or final payments to the Contractor. (b) Nothing in this section shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the subcontractor for

unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%. (c) The City's Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

(k) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(l) Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract. (5) "Duties" includes obligations. (6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word "shall" is mandatory. (8) The word "day" means calendar day.

(m) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City Manager signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

City's finance officer

Date

12. Attachment B – Equal Business Opportunity Ordinance



CITY OF DURHAM SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

PROFESSIONAL SERVICES FORMS

Revised 06/08



Mailing Address:

101 City Hall Plaza

Durham, North Carolina 27701

Phone: 919-560-4180

Facsimile: 919-560-4513

Street Address:

302 East Pettigrew Street, C-180

Durham, North Carolina 27701

The Department of Equal Opportunity/Equity Assurance

Good Things Are Happening In Durham

CITY OF DURHAM EQUAL BUSINESS OPPORTUNITY PROGRAM

Policy Statement

It is the policy of the City to provide equal opportunities for City contracting to small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct the present effects of past discrimination and to resolve complaints of discrimination.

Goals

To increase the dollar value of all City contracts for goods and services awarded to small disadvantaged business enterprises, it is a desire of the City that the contractor will voluntarily undertake efforts to increase the participation of socially and economically disadvantaged individuals at higher skill and responsibility levels within non-minority firms engaged in contracting and subcontracting with the City.

The Equal Opportunity/Equity Assurance Director shall establish project specific goals for each project or contract based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of work, delineated into percentages of the total value of the work.

Equal Business Opportunity Ordinance

SDBE Participation Documentation

If applicable information is not submitted with your proposal, your proposal will be deemed non-responsive.

Declaration of Performance must be completed and submitted with your proposal.

SDBE Participation Documentation must be used to document participation of Small Disadvantaged Business Enterprise (SDBE) on Professional Services projects. All SDBEs must be certified by the City of Durham's Equal Opportunity/Equity Assurance Department prior to submission date. If a business listed has not been certified, the amount of participation will be reduced from the total utilization.

Managerial Profile must be used to list the managerial persons in your workforce who will be participating in this project.

Equal Employment Opportunity Statement for your company must be completed and submitted with your proposal.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

Letter of Intent to Perform as a Sub-consultant/Subcontractor must be completed for SDBEs proposed to perform on a contract. This form must be submitted with the proposal.

SELECTION OF CONSULTANTS/CONTRACTORS FOR ARCHITECTURAL/ENGINEERING AND OTHER PROFESSIONAL SERVICES

Goal

The purpose is to provide Small Disadvantaged Businesses equal opportunities for participation on City of Durham contracts.

Definition of the Scope of the Selection Policy

The Equal Opportunity/Equity Assurance Director shall establish SDBE participation goals for each contract to be awarded by the City. Project specific goals for each project or contract will be based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of work, delineated into percentages of the total value of the work.

In addition to SDBE's specifically certified by the City and listed in a database maintained by the EO/EA Department, the City of Durham may consider a formal certification of another entity to determine whether an applicant meets requirements of the Equal Business Opportunity Program, provided that the City Manager or designee determines that the certification standards of such entity are comparable to those of the City. The City of Durham has determined that the following certifications are comparable to its own and may be used by bidders/proposers: North Carolina Department of Transportation (N.C. DOT), United States Small Business Administration (U.S. SBA) and Raleigh-Durham Airport Authority (RDU).

In lieu of SDBE's listed in its SDBE System, the City of Durham will accept women and minority firms certified by N.C. DOT, U.S. SBA and RDU as meeting its SDBE goal requirements provided the bidder/proposer submits evidence that the firm is currently certified by one of the stated entities at the time of bid/proposal. Failure to provide evidence of certification may disqualify the firm's participation for the purpose of meeting SDBE goals.

Any firm submitted in this manner will be contacted and urged to complete an abbreviated certification process with the City of Durham. For purposes of this document and associated forms, any reference to a "City Certified SDBE," an "SDBE certified by the City" or similar reference shall include reference to a qualified women or minority owned firm certified and approved in accordance with the above paragraphs, even where specific reference is made to the City SDBE database.

Small Disadvantaged Business Proposal Requirements

The prime consultant/contractor shall submit a proposal in accordance with the City of Durham's request for Proposal. In addition, the prime consultant/contractor must submit all required Professional Services SDBE Forms.

Selection Committee for Professional Services

A selection committee shall be established to be composed of the following: City Manager or a designated representative of this office; Director of Finance or a designated representative of this office; department head responsible for the project; City Engineer if engineering services are involved; the Equal Opportunity/Equity Assurance Director and Purchasing Manager. Other representatives shall be called upon as needed based on their areas of expertise.

The committee shall screen the proposals based on the following criteria:

1. Firms; interest in the project;
2. Current work in progress by firm;
3. Past experience with similar projects;
4. General proposal for carrying out the required work;
5. Designation of key personnel who will handle the project, with resume for each;
6. Proposed associate consultants/contractors, SDBE subconsultants;
7. Indication of capability for handling project;
8. Familiarity with the project;
9. References;
10. SDBE Participation; and
11. Documentation of Good Faith efforts.

After ranking the firms presenting proposals based on the above criteria, interviews will be conducted by the selection committee with the top ranked firms (3-5). The contracting department will make the final recommendation, prepare contracts for review by the City Attorney, and prepare the recommendation for the City Council including the following:

1. Description and scope of the project;
2. Recommended firm;
3. Contract cost;
4. Time limits;
5. Basis for selection;
6. Source for funding;
7. Equal Business Opportunity Ordinance compliance; and
8. Recommendation that the contract be approved by the City Council.

Contract Award

A provision must be written in each contract with an architect or engineer requiring them to work with Equal Opportunity/Equity Assurance Department in creating and identifying separate work.

Project Evaluation

An evaluation shall be made of each contract after its completion to be used in consideration of future professional services contracts. The evaluation shall cover appropriate items from the check list for ranking applicants. A copy of the evaluation shall be given to the consultant, and any comment he/she cares to make shall be included in the files.

DECLARATION OF PERFORMANCE BY CONSULTANT/CONTRACTOR

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:
2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:
3. List anyone outside of your company with whom you will contract on this bid:

The undersigned consultant/contractor certifies that: (check appropriate box)

- a) _____ It is the normal business practice of the consultant/contractor to perform all elements of the contract with its own workforce without the use of subcontractors/vendors; and
- b) _____ That the above documentation demonstrates this *firm's* capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.
- c) _____ The vendor/contractor will use a subconsultant(s) in the fulfillment of this scope of work.

Date

Authorized Signature

PARTICIPATION DOCUMENTATION
(TO BE COMPLETED BY PRIME CONSULTANT/CONTRACTOR ONLY)

**Names of all firms
 Project (including
 prime and
 subconsultants/sub-
 contractors)**

Location

**SDBE
 Firm
 Yes/No**

**Nature
 of
 Participation**

**% of Project
 Work**

TOTAL _____

Name - Authorized Officer of Prime Consultant/Contractor Firm (Print/Type)

Signature - Authorized Officer of Prime Consultant/Contractor Firm

Date

Managerial Profile

Name of Firm: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____

Date: _____

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition* of the City of Durham's Equal Business Opportunity Ordinance.

Managerial Employees

SOCIALLY/ECONOMICALLY DISADVANTAGED* (YES/NO)

NAME	POSITION	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

* M-Minority(African American) W-Woman Other-H-Hispanic, AI-American Indian, AS-Asian American, Handicapped

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

(You may submit your organization's EEO policy in lieu of this sheet)

EMPLOYEE BREAKDOWN

Part A – Employee statistics for the primary location.

Employment category	Total employees	Total males	Total females	M— a —l— e —s					F— e —m —a —l —e —s				
				White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

Part B – Employee statistics for the consolidated company. *(See instructions for this form on whether this part is required.)*

Employment category	Total employees	Total males	Total females	M— a —l— e —s					F— e —m —a —l —e —s				
				White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

Letter of Intent to Perform as a Sub-Consultant

The undersigned intends to perform work in connection with the above project as a SDBE:

Minority (African American) ☐ Woman ☐ Hispanic ☐
American Indian ☐ Asian American ☐ Handicapped ☐

The SDBE status of the undersigned is certified by the City of Durham as identified by the attached copy of certification or the attached SDBE Contractor Identification List supplied by the EO/EA Department.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

<u>ITEMS</u>	<u>PROJECTED COMMENCEMENT DATE</u>	<u>PROJECTED COMPLETION DATE</u>

The consultant will subcontract _____% of the dollar value of this contract to a SDBE subconsultant/subcontractor and/or non-SDBE subconsultant/subcontractor.

The undersigned will enter into a formal agreement in the amount of \$_____ for the above work with you, conditioned upon your execution of a contract with the City of Durham.

Name_____ Title_____

Company_____ Telephone_____

Address_____

Signature_____